



SOUTHPORT YACHT CLUB Inc

**MARINA
& SWING MOORINGS BY-LAWS 4.3.09**

1. GENERAL

- 1.1. Entry into, and occupancy of, this Marina, is in accordance with the provisions of the SYC Marina Berth Agreement and Indemnity signed by each occupant. Nothing in these by-laws shall be construed to alter, in any way, those provisions of the Marina Berth Agreement and/or Agreement to Sub Lease.
- 1.2. All persons visiting this Marina do so at their own risk.
- 1.3. No vessel is to operate commercially from the Marina.

2. OCCUPANCY

- 2.1. SYC Members may have occupancy with lease periods renewable daily, monthly, quarterly and half-yearly. Visitors may not occupy berths for longer than one month except with the express permission of the Club.
- 2.2. All rentals and/or lease payments must be paid in advance. Vessels for which rentals or lease payments are in arrears are liable to be removed without notice, but are prohibited from removal by the owner or his agent without payment of outstanding debts.
- 2.3. Interest on arrears is calculated at 1.5% per month.
- 2.4. Only vessels in seaworthy condition and under their own power will be admitted to the Marina. All craft must be registered, identified, marked, equipped and maintained as required by law and safe practice to the satisfaction of the Marina Manager and his/her duly authorised representative.
- 2.5. When a vessel enters the SYC Marina, it immediately comes under the jurisdiction of the Marina Manager or his/her duly authorised representative and no change will be made without his/her permission. The Marina Manager or an authorised representative may cancel the Agreement and order any vessel to vacate the space the said vessel is occupying for the violation of any By-Laws.
- 2.6. The berths may not be sub-let or loaned by the owner without the consent of the Club. All sublets are to be handled by the Marina Office.
- 2.7. The berth shall be used by any other craft or another tenant only upon execution of a new Agreement. In the event of sale of the craft the Club shall give, at its discretion, the right to continue this Agreement provided that the purchaser is a Gold Member of the Club
- 2.8. Marina occupants may not rent their vessels to other persons for the purpose of living aboard, nor have boarders whilst living on board themselves.
- 2.9. Members must apply to the Club to live aboard their vessel. See Live aboard Policy.
- 2.10. All vessels entering the Marina must comply with Australian Electrical Standards.

3. VESSEL LENGTH

3.1. For the purpose of berthing, the length of a vessel is the maximum measurement from the forward extremity to the after extremity, including all protrusions and overhangs (LOA).

4. INSURANCE

4.1. All vessels occupying a marina berth or mooring must be insured with an insurer accredited by the Australian Prudential Regulatory Authority (APRA). The cover must have at least \$10,000,000 indemnity limit for damage caused to other vessels, property and bodily injury plus a total current market cover for own vessel.

5. ELECTRICAL CONNECTIONS AND USAGE

5.1. Each berth is supplied with 1 x 15amp outlet

5.2. Vessels requiring 2 outlets on the berth must pay for a second outlet at a current cost of \$150.00 inc GST.

5.3. Vessels requiring 2 outlets on the berth are subject to an additional surcharge on a user pays basis at the current rate.

5.4. Electrical cables are to be kept tidy at all times.

5.5. Excess cable is to be kept onboard the vessel.

5.6. At no time should the cable be coiled around any part of the pedestal or cleats.

5.7. When departing the Marina temporarily all electrical power is to be turned off and the electrical cable disconnected and removed from the Marina.

5.8. A copy of the Berthing Instructions for connection to SYC power is available at the Marina Office.

6. MARKETING AND BROKERAGE

6.1. Without the prior approval of the SYC Marina Management no vessel is to display a for sale sign. Applications to display for sale signs are required in writing (email, fax or letter)

6.2. Applications are to be made to the Marina Manager and are subject to SYC Management approval.

6.3. For sale signs, when approved, are not to exceed 50cm by 40cm.

6.4. Limit one for sale sign per boat

6.5. Brokerage advertising using the words Southport Yacht Club in any form is prohibited.

6.6. No Brokerage activity is permitted on the Marina

7. FUELLING

- 7.1. Fuelling shall only take place at the designated Fuel Dock under the supervision of SYC staff.
- 7.2. Bulk fuel suppliers over 5,000 litres can and should be arranged in advance with SYC staff.

8. REPAIRS AND MAINTENANCE

- 8.1. Major repairs or refits are prohibited within the Marina. Vessels requiring major works need to be moved to the Service Wall or Hardstand prior to work being commenced.
- 8.2. Minor repairs, internal painting, mechanical adjustment, varnishing, epoxy and electrical work is permitted providing the work does not interfere with normal marina operations.
- 8.3. All contractors working on SYC property must be fully inducted to the SYC WH&S Policy.
- 8.4. Contractors and tradesmen, holding current valid insurance which includes public liability and removal of wreck provisions of not less than five million dollars (\$5,000,000) are permitted onto the Marina to work on vessels, provided such work does not contravene other regulations. If owners are in doubt regarding the legitimacy of proposed work, application is to be made to the Marina Manager and work is not to proceed until approved. Regulations regarding blocking walkways and disposal of refuse are covered in section 14.
- 8.5. Contractors and tradesmen are to supply their own trolley.
- 8.6. Welding, Metal Grinding or Cutting and Spray Painting are strictly prohibited on the Marina.
- 8.7. Sanding and painting on the Marina Walkways and fingers is Prohibited.
- 8.8. Minor sanding is permitted at the discretion of the Marina Management. The use of sanders and scrapers must be contained on the vessel and vacuumed, to avoid pollution and soiling other vessels, the Marina Staff may order members/contractors to desist sanding or scraping if they deem the work should be carried out on the Hardstand or the Service Wall.

9. CLEANLINESS, TIDINESS AND BEHAVIOUR

- 9.1. It shall be the responsibility of owners to keep their vessels in such condition that they do not become unsightly or dilapidated or reflect unfavourably on the appearance standards of the Marina facility. Decks of all vessels and all walkways and fingers shall be kept free and clear of debris, bottles, papers, trash or other unsightly material at all times.
- 9.2. Hoses are to be kept on board vessels when not in use.
- 9.3. No part of the Marina shall be used for the storage of dinghies, bicycles, motorbikes etc.
- 9.4. Portable access stairs are to be of an approved type and properly maintained must not obstruct walkways and must be approved for use by the Marina Manager.
- 9.5. Bicycles, skateboards, scooters etc shall not be ridden on any walkway or pier.
- 9.6. Laundry of any type or any item of a personal nature shall not be hung out to dry or air in public view aboard any vessel or on any pier or walkway.

9.7. Noise shall be kept to a minimum at all times. Owners should use discretion operating radios or musical apparatus so as not to cause undue disturbance to others. Halyards shall be tied back to prevent 'slapping'.

9.8. Refuse, garbage and plastic bags shall not be thrown overboard, but must be placed in the skips provided. Oil, spirits, inflammables, oily bilge refuse, toilet and shower effluent shall not be discharged into any part of the Southport Broadwater. Oil or fuel pollution is to be reported immediately and every effort made to minimise spread and damage to other vessels.

9.9. Swimming, diving and fishing within the Marina is prohibited.

9.10. Disorderly or raucous conduct by an occupant, or his/her guests, can be cause for the immediate termination of the Marina Berth Agreement.

9.11. Children shall be supervised and accompanied by an adult at all times.

10. DINGHIES

10.1. Dinghies shall not be left in the water in the Marina and are to be stored on board. Swing Mooring tenants are to use designated areas for short term use only.

11. FACILITIES

11.1. All Club facilities are available only for the use of Members and Visitors whose vessels are berthed within the Marina.

11.2. Trolleys, provided for short term use, are stored at the entrance of the Marina and are to be returned to that location immediately after use.

11.3. Trolleys must not be overloaded and are to be returned clean.

12. CAR PARKING

12.1. Car parking on Club property is entirely at the owner's risk. Members may park at any time providing their vehicle displays a current membership parking sticker.

12.2. Visitors whose vessels are berthed within the Marina shall be restricted to one vehicle only. More than one Visitors vehicle shall be parked outside the Club grounds.

12.3. The prohibited parking and traffic direction signs shall be obeyed at all times. Infringement will lead to withdrawal of parking privileges. Warning signs are erected at each access gate and vehicles parked in contravention of these By-Laws are liable to be towed at the owner's expense. A motor cycle shall be regarded as a car.

12.4. Bicycles shall only be stored on board vessels or in the bicycle rack provided.

13. SAFETY

- 13.1. All vessels are to be fitted with adequate and up to date fire fighting appliances, including one Dry Chemical Powder extinguisher per five metres of overall length. Evidence of such appliances shall be produced when requested by the Marina Manager.
- 13.2. Use of fire fighting hoses for any purpose other than fire fighting is prohibited.
- 13.3. Berthing at the Fuel Dock for purposes other than fuelling is prohibited without prior authorisation from Marina Staff.
- 13.4. Dock lines are the responsibility of and at the cost of the Marina occupant and are to be kept in a satisfactory and safe condition. Replacement lines, plus the labour to attach them, will be charged to the occupant if deemed by the Marina Manager to be unsatisfactory for the safety of the vessel. Occupants are to arrange inspection of dock lines weekly. The minimum size of dock lines in each berth is based on Polyethylene (silver) rope and is:
- | | | | | | |
|--------------|------|---------------------------|------|--------------|------|
| 9.0m berths | 14mm | 10.0m berths | 16mm | 11.5m berths | 16mm |
| 12.5m berths | 18mm | 15.0m berths | 18mm | 16.0m berths | 20mm |
| 18.0m berths | 20mm | Over 18 M Specific to LOA | | | |
- 13.5. It is the sole responsibility of the Marina occupant, when leaving vessels at the Marina, to ensure all seacock's are closed, gas and fuel are turned off and bilge pump and battery switches are clearly labelled. Automatic bilge pumps will pump oily water. Please ensure bilge is kept clean.
- 13.6. On departing or entering the Marina, the speed limit within 50 metres of moored craft is four knots. On departing temporarily, dock lines are not to be left trailing in the water or over walkways. Power is to be turned off and power leads disconnected and removed.
- 13.7. No vessel is to be so moored as to project anchors or bow-sprits over walkways.
- 13.8. Should a vessel not comply with clause 13.7, boat owners will be given the opportunity to make appropriate changes themselves within 12 hours of notice being made by the Marina staff. The Marina Staff has the right to board a vessel and adjust the mooring lines thereafter or in extreme cases that need to be rectified straight away.
- 13.9. The Marina Manager has the right to remove a vessel from its berth in the case of an emergency that threatens the safety of any marina stakeholders.

14. PETS

- 13.1. Animals are prohibited on the Marina or on vessels berthed within the Marina. Dogs are to be kept on leashes at all times when going to or from vessels for the day.
- 13.2. Occupants of Swing Moorings, unless notified, may have dogs and/or cats on board for a period not exceeding one month. Permanent live-aboards on Swing Moorings may, if approved by the Marina Manager, and only during a declared trial period, have a dog or cat on board. Pets shall not be brought to the Marina or the Club property from vessels on Swing Moorings.

14 REFUSE DISPOSAL

- 14.1. Galley waste, papers, clothing, bottles and small items may be disposed of by occupants in the skips provided. Batteries shall not be placed in the skips. Refuse is to be pushed to the back of skips, to ensure full use is made of their capacity.
- 14.2. Oil and fuel shall be disposed of only in the tank in the north east corner of the Hardstand area Monday to Friday. These items are not, under any circumstances to be placed in the skips.
- 14.3. Cardboard boxes are to be placed in the Cardboard recycle bin.
- 14.4. Under no circumstances are construction metals, old toilets, batteries, stoves, metal drums, carpets, dirty bilge water etc. to be placed in skips. Disposal of these items is the responsibility of marina occupants or their tradesmen by private arrangement.

15 MAIL AND DELIVERIES

- 15.1. The address for the delivery of mail and small packages is:
C/O Southport Yacht Club Marina
Macarthur Parade
Main Beach QLD 4217.
- 15.2. The delivery of large packages is to be prearranged with the Marina Manager. Delivery of large items not previously arranged, including grocery deliveries, will not be accepted.

16 COMMUNICATIONS

- 16.1. Fax facilities are available at the Marina Office upon payment of a commercial fee. The fax number is:
0011 61 07 55 913 526
- 16.2. VHF channel 74 is monitored during office hours.
The call sign is: Southport Yacht Club
- 16.3. The telephone number for the Marina Office is:
0011 61 07 55 918 577
- 16.4. The Telephone for the Main Club Reception is:
0011 61 07 55 913 500
- 16.5. Brief messages only may be left for occupants on matters of urgency. This service uses privately owned telephones and operators and is to be used sparingly.

17 RELOCATION OF VESSELS

17.1. The Club reserves the right to require the owner to relocate the vessel to a reasonable alternative mooring selected and arranged by the Club on a maximum of five periods per annum during sailing events organised by the Club. The mooring expenses incurred during these temporary relocations shall be at the expense of the Club.

18 SWING MOORINGS

18.1. Occupants of Swing Moorings, unless SYC Members, may only enter the SYC grounds for the purpose of depositing rubbish in the skips. Dinghies may be left hitched to the rails provided in Jack Gordon Park to the west of the Club or left in the designated area for periods of up to two hours only.

19 SECURITY

19.1. Marina occupants are responsible for the security of their own vessel.

19.2. Access to the Marina is via security door/gates by proximity cards/fobs upon payment of a \$30.00 or \$50.00 deposit through the Marina Office.

19.3. Random patrols are conducted by security officers outside of business hours.

20 TELEPHONES

20.1. Telephone connections are available on A, B, C and D arms. Application must be made to Telstra and a fee is payable. Additionally a fee will be charged from your approved contractor for the connection at the power pedestal.

20.2. Marina occupants are totally responsible in all respects for their telephone connection and shall indemnify the Club and/or the Marina Manager against actions, suits, claims and demands of any kind arising from the Marina occupant's decision to install a telephone.

21 NON COMPLIANCE WITH THESE BY- LAWS

21.1. Members who breach any of these by-laws may have their membership suspended and their Rental Agreement terminated.

21.2. Visitors who breach any of the By-Laws will have their Rental Agreement terminated and will have to leave the premise.

21.3. Contractors found breaching the By-Laws will be suspended or banned from working on the Marina.

21.4. Should a vessel not be in compliance with any clauses boat owners will be given the opportunity to make appropriate changes themselves within a suitable time limit or will be asked to remove the vessel from the Marina at the owners cost.